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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

SYNOPSYS, INC.,

Plaintiff,

v.

No. C 03-2289 MJJ
No. C 03-4669

CLAIM CONSTRUCTION ORDER

RICOH CO., LTD.,

Defendant.

RICOH CO., LTD.,

Plaintiff,

v.

AEROFLEX, INC., ET AL.,

Defendants.

INTRODUCTION

Before the Court is the parties' proposed construction of disputed terms contained in Plaintiff Ricoh Company, Ltd.'s ("Ricoh") patent. The suit involves an invention directed to a process for the design of application specific integrated circuits ("ASICs").

FACTUAL BACKGROUND

This case concerns the alleged infringement of U.S. Patent Number 4,922,432 (“the ‘432 patent”) entitled “Knowledge Based Method and Apparatus for Designing Integrated Circuits Using Functional Specifications.” The issue before the Court is the construction of ten disputed terms contained in the patent.

The ‘432 patent, owned by Ricoh, claims methods for using a CAD design system to design an ASIC. “An [ASIC] is an integrated circuit chip designed to perform a specific function, as distinguished from standard, general purpose integrated circuit chips, such as microprocessors, memory chips, etc.” ‘432 patent, col. 1:13-17. According to the ‘432 patent, the ASIC design processes of prior art require the designer to consider the required objectives and tasks of the desired ASIC and define the structural level design specification for that ASIC. This structural level design specification must define the various hardware components and their required interconnections, as well as a system controller for synchronizing the operations of those hardware components. This process requires an ASIC designer to have an “extensive and all encompassing knowledge” of these hardware components and their required interconnections. ‘432 patent, col. 1:28-31. There are only a small number of very large scale integration technology (VLSI) designers who possess the highly specialized skills needed to create structural level integrated circuit hardware descriptions.

The stated goal of the ‘432 patent’s claimed invention is to enable the non-expert designer to design ASICs. The ‘432 patent claims a method for enabling the use of higher level input descriptions by allowing designers to describe ASIC specifications at a functional level. This functional level description is done without specification of structure, implementing technology, or architecture. This process involves taking architecture independent specifications and selecting previously designed circuit components or structure used as building blocks for implementing an ASIC. The process selects the optimum hardware cells to be included in the desired ASIC. Following this method, a user who does not have expertise in VLSI design can write architecture independent ASIC descriptions that ultimately can result in the automatic selection of hardware cells to be used in the ASIC.

Claim 13 of the ‘432 Patent is at issue in this proceeding. Independent claim 13 describes a

1 process in which a designer describes an ASIC through an input specification using architecture
2 independent descriptions. These architecture independent descriptions are used to select architecture
3 dependent hardware cells. This process uses a library of definitions of the architecture independent,
4 functional descriptions, a library of available hardware cells, and a expert system knowledge base.
5 The expert system knowledge base contains a set of “rules” that embody the knowledge of VLSI
6 experts. In order for each desired function to be performed by the ASIC, one of the definitions from
7 the library of definitions is specified. The rules in the knowledge base are then applied to select
8 architecture dependent hardware cells from the library of available hardware cells.

9 LEGAL STANDARD

10 The construction of a patent claim is a matter of law for the Court. *Markman v. Westview*
11 *Instruments, Inc.*, 517 U.S. 370, 372 (1996). The Court must conduct an independent analysis of the
12 disputed claim terms. It is insufficient for the Court to simply choose between the constructions
13 proposed by the adversarial parties. *Exxon Chem. Patents v. Lubrizol Corp.*, 64 F.3d 1553, 1555
14 (Fed. Cir. 1995). To determine the meaning of a patent claim, the Court considers three sources: the
15 claims, the specification, and the prosecution history. *Markman v. Westview Instruments, Inc.*, 52
16 F.3d 967, 979 (Fed. Cir. 1995) (*en banc*), *aff'd*, *Markman*, 517 U.S. 370.

17 The Court looks first to the words of the claims. *Vitronics Corp. v. Conception, Inc.*, 90
18 F.3d 1576, 1582 (Fed. Cir. 1996). “Although words in a claim are generally given their ordinary and
19 customary meaning, a patentee may choose to be his own lexicographer and use terms in a manner
20 other than their ordinary meaning, as long as the special definition of the term is clearly stated in the
21 patent specification or file history.” *Id.* (citation omitted). “A technical term used in a patent
22 document is interpreted as having the meaning that it would be given by persons experienced in the
23 field of the invention, unless it is apparent from the patent and the prosecution history that the
24 inventor used the term with a different meaning.” *Hoechst Celanese Corp. v. BP Chems. Ltd.*, 78
25 F.3d 1575, 1578 (Fed. Cir. 1996). The doctrine of claim differentiation creates the presumption that
26 limitations stated in dependent claims are not to be read into the independent claim from which they
27 depend because different language used in separate claims is presumed to indicate that the claims
28 have different meanings and scope. *Tandon Corp. v. U.S. International Trade Com.*, 831 F.2d 1017,

1 1023 (Fed. Cir. 1987).

2 Second, it is always necessary to review the specification to determine whether the inventor
3 has used any terms in a manner inconsistent with their ordinary meaning. *Vitronics*, 90 F.3d at 1582.
4 The specification can act as a dictionary when it expressly or impliedly defines terms used in the
5 claims. *Id.* Because the specification must contain a description of the invention that is clear and
6 complete enough to enable those of ordinary skill in the art to make and use it, the specification is
7 the single best guide to the meaning of a disputed term. *Id.* The written description part of the
8 specification itself does not delimit the right to exclude, however; that is the function and purpose of
9 claims. *Markman*, 52 F.3d at 980.

10 Third, the court may consider the prosecution history. *Vitronics*, 90 F.3d at 1582. “Although
11 the prosecution history can and should be used to understand the language used in the claims, it too
12 cannot enlarge, diminish, or vary the limitations in the claims.” *Markman*, 52 F.3d at 980 (internal
13 quotation marks deleted) (citations omitted). However, a concession made or position taken to
14 establish patentability in view of prior art on which the examiner has relied, is a substantive position
15 on the technology for which a patent is sought, and will generally generate an estoppel. In contrast,
16 when claim changes or arguments are made in order to more particularly point out the applicant’s
17 invention, the purpose is to impart precision, not to overcome prior art. Such prosecution is not
18 presumed to raise an estoppel, but is reviewed on its facts, with the guidance of precedent. *Pall*
19 *Corp. v. Micron Separations, Inc.*, 66 F.3d 1211, 1220 (Fed. Cir. 1995) (citations omitted).

20 Ordinarily, the Court should not rely on expert testimony to assist in claim construction,
21 because the public is entitled to rely on the public record of the patentee’s claim (as contained in the
22 patent claim, the specification, and the prosecution history) to ascertain the scope of the claimed
23 invention. *Vitronics*, 90 F.3d at 1583. “[W]here the public record unambiguously describes the
24 scope of the patented invention, reliance on any extrinsic evidence is improper.” *Id.* Extrinsic
25 evidence should be used only if needed to assist in determining the meaning or scope of technical
26 terms in the claims, and may not be used to vary or contradict the terms of the claims. *Id.* (quoting
27 *Pall Corp.*, 66 F.3d at 1216); *Markman*, 52 F.3d at 981.

28 The Court is free to consult technical treatises and dictionaries at any time, however, in order

1 to better understand the underlying technology and may also rely on dictionary definitions when
 2 construing claim terms, so long as the dictionary definition does not contradict any definition found
 3 in or ascertained by a reading of the patent documents. *Vitronics*, 90 F.3d at 1584 n.6. The Court
 4 also has the discretion to admit and rely upon prior art proffered by one of the parties, whether or not
 5 cited in the specification or the file history, but only when the meaning of the disputed terms cannot
 6 be ascertained from a careful reading of the public record. *Id.* at 1584. Referring to prior art may
 7 make it unnecessary to rely on expert testimony, because prior art may be indicative of what all those
 8 skilled in the art generally believe a certain term means. *Id.* Unlike expert testimony, these sources
 9 are accessible to the public prior to litigation to aid in determining the scope of an invention. *Id.*

10 Disputed claim terms are construed consistently across all claims within a patent. *Southwall*
 11 *Techs., Inc. v. Cardinal IG Co.*, 54 F.3d 1570, 1579 (Fed. Cir. 1995). Where patents-in-suit share
 12 the same disclosures, common terms are construed consistently across all claims in both patents.
 13 *Mycogen Plant Sci., Inc. v. Monsanto Co.*, 252 F.3d 1306, 1311 (Fed. Cir. 2001) (*overruled on other*
 14 *grounds*).

15 “The subjective intent of the inventor when he used a particular term is of little or no
 16 probative weight in determining the scope of a claim (except as documented in the prosecution
 17 history).” *Markman*, 50 F.3d at 985 (citation omitted). “Rather the focus is on the objective test of
 18 what one of ordinary skill in the art at the time of the invention would have understood the term to
 19 mean.” *Id.* at 986.

20 **DISPUTED CLAIM TERMS**

21 The following is a list of ten terms identified by the parties in the October 21, 2004 Joint
 22 Submission of Terms, Phrases, and Clauses for Claims Construction:

- 23 1) **A computer-aided design process for designing**
- 24 2) **architecture independent actions and conditions**
- 25 3) **a set of definitions of architecture independent actions and conditions**
- 26 4) **describing . . . a series of architecture independent actions and conditions**
- 27 5) **expert system knowledge base**
- 28 6) **a set of cell selection rules**

- 7) selecting from said stored data for each of the specified definitions a corresponding integrated circuit hardware cell
- 8) said step of selecting a hardware cell comprising applying to the specified definition of the action or condition to be performed
- 9) specifying for each described action and condition of the series one of said stored definitions
- 10) a netlist defining the hardware cells which are needed to perform the desired function of the integrated circuit

ANALYSIS

A. *A computer-aided design process for designing*

Ricoh contends that the term means “during manufacture of a desired application specific integrated circuit (ASIC) chip . . . a process of designing the desired ASIC using a computer.” Aeroflex Inc. and Synopsys, Inc. (“Aeroflex”) state that the term means “a process that uses a computer for designing, as distinguished from a computer-aided manufacturing process, which uses a computer to direct and control the manufacturing process.” In essence, the parties’ fundamental disagreement revolves around whether the computer-aided design process described in claim 13 also encompasses the ASIC manufacturing process.

Ricoh bases its proposed construction on the text of the patent specification. Specifically, Ricoh directs the Court to language in the specification that states that “the present invention, for the first time, opens the possibility for *the design and production* of ASICs by designers, engineers and technicians who may not possess the specialized expert knowledge of a highly skilled VLSI design engineer.” ‘432 patent, col. 2:15-20 (emphasis added). Ricoh also emphasizes that the present invention produces a “physical chip layout level description [that] provides the mask data needed for fabricating the chip.” ‘432 patent, col. 1:42-44; *see also* ‘432 patent, col. 3:68 - 4:4 (“FIG. 1c illustrates a physical layout level representation of an integrated circuit design, which provides the detailed mask data necessary to actually manufacture the devices and conductors which together comprise integrated circuit.”).

Aeroflex argues that Ricoh’s proposed construction is contrary to the ‘432 patent’s claims

1 and specifications.¹ Specifically, Aeroflex focuses on the claim language that provides that the
 2 invention is a “computer-aided design process for designing . . .” ‘432 patent, col. 16:34. Aeroflex
 3 also directs the Court to specification language that states the invention “relates to the design of
 4 integrated circuits, and more particularly relates to a computer-aided method . . . for designing
 5 integrated circuits.”² ‘432 patent, col. 1:9-12.

6 Ricoh’s proposed definition is problematic because it clearly attempts to blur the line
 7 between the process of designing integrated circuits and the process of manufacturing integrated
 8 circuits. Nothing in the claim language supports Ricoh’s attempt to broaden the claims to include a
 9 manufacturing process for a desired ASIC. Rather, the claim language describes a “computer-aided
 10 design process for designing an [ASIC] . . .” ‘432 patent, col. 16:34-35. Likewise, the specification
 11 consistently describes a design, rather than a manufacturing, process. In fact, the term “manufacture”
 12 does not appear in the claim or specification language.³ While the “netlist” may be required to
 13 “produce the particular [ASIC],” *see* ‘432 patent, col. 2:44-49, that does not compel the conclusion
 14 that the ‘432 patent’s design process is inherently a part of the manufacturing process of the actual
 15 ASIC chips. Given the Court’s “focus . . . on the objective test of what one of ordinary skill in the
 16 art at the time of the invention would have understood the term to mean,” *Markman*, 50 F.3d at 985,
 17 the Court finds that the “computer-aided design process” described in claim 13 does not include a
 18
 19

20
 21 ¹Aeroflex also argues that Ricoh’s proposed construction is contrary to statements made in the
 22 ‘432 patent’s file history. Specifically, the April 1989 Amendment provides: “The present invention is
 a computer-aided design . . . method whereby the use can design application specific integrated circuits
 . . .” (April 1989 Amendment at 8).

23 ²Aeroflex also argues that its proposed construction is more consistent with the ‘432 patent’s
 24 title: “Knowledge Based Method and Apparatus For *Designing* Integrated Circuits Using Functional
 Specifications” (emphasis added).

25 ³In its reply, Ricoh focuses solely on the specification language that states “the present invention,
 26 for the first time, opens the possibility for the design *and production* of ASICs by designers, engineers
 27 and technicians who may not possess the specialized expert knowledge of a highly skilled VLSI design
 28 engineer.” ‘432 patent, col. 2:15-20 (emphasis added). However, this language, standing alone, does
 little to persuade the Court that the present invention was intended to encompass the ASIC
 manufacturing process. Rather, a fair reading of this language is that the present invention simply
 opened up the “possibility” that non-experts could produce or manufacture ASICs at some point in the
 future, but not that the present invention currently encompassed such a process.

1 manufacturing process for ASICs.⁴

2 Given these considerations, the clearest reading of “A computer-aided design process for
3 designing” is *a process that uses a computer to direct and control the design of an ASIC chip.*

4 **B. *architecture independent actions and conditions***

5 Ricoh contends that the term means “functional or behavioral aspects of a portion of a circuit
6 (or circuit segment) that does not imply any set architecture, structure or implementing technology.”
7 Aeroflex states that the term means “the logical steps and decisions that are represented as rectangles
8 and diamonds in the flowchart; where register-transfer level (RTL, as defined in Darringer et al.)
9 descriptions are excluded.” Thus, the parties disagreement focuses on whether claim 13 limits input
10 specifications for the proposed ASIC to data in a flowchart format.

11 Ricoh admits that Fig. 1a illustrates an embodiment that utilizes a flowchart representation.
12 However, Ricoh argues that Aeroflex’s definition impermissibly attempts to limit the scope of the
13 claimed invention to the preferred embodiment of the ‘432 patent. Ricoh contends that a broader
14 interpretation of “architecture independent actions and conditions” is supported by the patent
15 specification:

16 The architecture independent functional specifications can be defined in a suitable
17 manner, *such as in list form* or preferably in a flowchart form. The flowchart is a
18 highly effective means of describing a sequence of logical operations, and is well
19 understood by software and hardware designers of varying levels of expertise and
20 training. From the flowchart (*or other functional specifications*), the system and
method of the present invention translates the architecture independent functional
specifications into an architecture specific structural level definition of an
integrated circuit, which can be used directly to produce the ASIC.

21 ‘432 patent, col. 2:21-34 (emphasis added).⁵ Ricoh also relies on specification language stating that
22 “the present invention . . . enables a user to define the functional requirements for a desired target
23 integrated circuit, using an easily understood architecture independent functional level representation
24” ‘432 patent, col. 2:6-11. Ricoh also notes that patent claim 11, not patent claim 13,

25 “This conclusion is also bolstered by the language in claim 14. Claim 14 describes “[a] process
26 as defined in claim 13, including generating from the netlist the mask data required to produce an
27 integrated circuit having the desired function.” ‘432 patent, col. 16:66-68. This language clarifies that
the generation of the netlist (the final step in claim 13) and the production of the integrated circuit are
two distinct processes.

28 “Rico argues that a “list form” input specification is a preferred embodiment of the ‘432 patent.
However, this argument does not find any support in the patent specification.

specifically references a flowchart format and recites “having boxes representing architecture independent actions” and “diamonds representing architecture independent conditions.” ‘432 patent, col. 16:10-12. Ricoh argues that this demonstrates that if the patentee intended the use of “architecture independent” in claim 13 to be restricted to a flowchart format, the patentee would have used the same or similar limiting language as used in claim 11.

Aeroflex responds that the ‘432 patent’s file history conclusively demonstrates that claim 13 requires a sequence of logical steps and decisions in a flowchart format.⁶ See April 1989 Amendment at 11; October 1989 Examiner Interview Summary; November 1989 Amendment at 7. Aeroflex contends that the Examiner Interview Summary explicitly states that the examiner and the applicant reached an agreement on application term 20 (patent claim 13). Specifically, the Examiner Interview Summary form shows that the examiner checked the box providing: “Agreement was reached with respect to some or all of the claims in question.” (October 1989 Interview Summary). The summary form identifies application claim 20 (patent claim 13) as one of the claims discussed, and states that the following agreement was reached: “It is agreed that the features ‘flowchart editor’ and ‘expert system for translating the flowchart into a netlist defining the necessary hardware cells of the integrated circuit’ are patentable [sic] distinct from the reference list above.” Aeroflex argues that this language demonstrates that an agreement was reached and that the features “flowchart editor” and “expert system for translating the flowchart into a netlist” were the examiner’s only basis for allowing all of the claims including patent claim 13. Furthermore, Aeroflex contends that the file history demonstrates that all register-transfer level descriptions were explicitly excluded from the claimed invention.

Ricoh responds that the October Interview summary, at best, is ambiguous and inconclusive. Ricoh states that while the Interview summary clearly identified the claims discussed in the interview, it specifically left undefined which claims were subject to any agreement reached because the form indicated that an agreement was reached as “to some or all of the claims.” Thus, Ricoh

⁶Aeroflex’s reliance on the specification language to support its argument is not well taken. Aeroflex cites almost exclusively to language from the preferred embodiment. See ‘432 patent, col. 3:50-59; 4:5-22, 4:35-38, 7:12-23. However, in construing disputed claim terms, a limitation cannot be imported from the preferred embodiment into the claims themselves. *Markman*, 52 F.3d at 980.

1 concludes that the only thing evidently agreed upon was that the features of a “flowchart editor” and
2 an “expert system” were distinct over prior art, and any claims containing those features would be
3 understood by both parties to be patentable over the cited prior art. Ricoh contends that this
4 understanding is supported in the November 1989 Amendment, in which the patentee stated as
5 follows:

6 During the interview, the Examiner carefully reconsidered the prior art and
7 applicants’ claims, and upon reconsideration agreed that certain features as
8 defined in applicants’ claims, such as the “flowchart editor” and the “expert
9 system for translating the flowchart into a netlist defining the necessary hardware
10 cells of the integrated circuit” patentably distinguish applicants’ invention from
the prior art of record, including Darringer et al. 4,703,435. Thus, it was agreed
that Claim 18 [patent claim 11] in its present form, for example, patently defines
applicants’ invention over the prior art of record.

11 November 1989 Amendment at 7. Ricoh argues that the patentee could have made a similar
12 statement with respect to application claim 20 (patent claim 13). Furthermore, Ricoh argues that
13 Aeroflex’s attempt to exclude register-level transfer descriptions from the claimed invention
14 improperly distorts the file history.

15 Initially, the Court finds that the specification language supports Ricoh’s arguments. While
16 the flowchart format input specification is the single embodiment of the ‘432 patent, the
17 specification explicitly contemplated alternative input descriptions. *See* ‘432 patent, col. 2:21-24;
18 2:27-28. “[I]t is improper to read limitations from a preferred embodiment described in the
19 specification – even if it is the only embodiment – into the claims absent a clear indication in the
20 intrinsic record that the patentee intended the claims to be so limited.” *Liebel-Flarshiem Co. v.*
21 *Medrad, Inc.*, 358 F.3d 898, 913 (Fed. Cir. 2004). Given the explicit patent language, the Court
22 finds that the specification language does not support the conclusion that the input specification of
23 the claimed invention is limited to a flowchart format.

24 Furthermore, the Court is not persuaded that the prosecution history unmistakably
25 demonstrates that the input specification of the claimed invention is limited to the designer’s use of a
26 flowchart format. As noted by Ricoh, the October Interview Summary specifically left undefined
27 which claims were subject to any agreement between the patentee and the examiner. Thus, contrary
28 to Aeroflex’s

1 argument, this case is distinguishable from cases such as *Spring Window Fashions LP v. Novo*
2 *Industries, L.P.*, 323 F.3d 989 (Fed Cir. 2003), in which the court held that a reasonable competitor
3 could rely on unequivocal statements of disclaimer made during the prosecution history. Here, the
4 statements made during the prosecution history upon which Aeroflex attempts to rely, are at best,
5 ambiguous.

6 In addition, while the patentee and the examiner evidently agreed that the features of a
7 “flowchart editor” and an “expert system” were distinct over prior art, there is no indication that
8 those terms necessarily applied to application term 20 (patent claim 13). Moreover, the fact that
9 those terms were not included in the final version of patent claim 13 suggests just the opposite. “To
10 be given effect, a disclaimer must be ‘clear and unmistakable.’” *Sunrace Roots Enter. Co. v. SRAM*
11 *Corp.*, 336 F.3d 1298, 1306 (Fed. Cir. 2003) (quoting *Omega Eng’g, Inc. v. Raytek Corp.*, 334 F.3d
12 1314, 1325 (Fed. Cir. 2003)). While Aeroflex’s interpretation of the October Interview summary
13 may be reasonable, the law requires much more. Accordingly, “because the statements in the
14 prosecution history are subject to multiple reasonable interpretations, they do not constitute a clear
15 and unmistakable departure from the ordinary meaning of the [claim term at issue].” *Golight, Inc. v.*
16 *Wal-Mart Stores, Inc.*, 355 F.3d 1327, 1332 (Fed. Cir. 2004).

17 Aeroflex’s argument pertaining to the file history of register-transfer level descriptions is
18 more persuasive. The file history demonstrates that the patentee amended the patent claims to
19 include the phrase “architecture independent,” and distinguished the claimed invention from prior art
20 partially on that basis. See November 1989 Amendment at 7. The patentee stated that the
21 “specifications used by Darringer et al. are not truly at an architecture independent level, but rather
22 are at a lower level which is indeed hardware architecture dependent and defines the system at a
23 ‘register-transfer’ level description.” *Id.* Similarly, in the April 1989 Amendment, the patentee
24 stated that “a very clear distinction between Darringer and the present invention is that the input to
25 the Darringer system is in the form of a register transfer level flowchart control language . . . [and]
26 input to the present invention is in the form of an architecture independent functional specification.”
27 *Id.* Based on this language, Aeroflex argues that Ricoh disclaimed the “register-transfer” level
28 descriptions described in the Darringer prior art from the scope of its claimed invention. Ricoh

1 responds that the patentee's use of the term "register-transfer level" was merely a shorthand
2 reference used to denote the "structural" RTL-type, as opposed to "functional" RTL-type, of input
3 systems prevalent at the time.

4 In order to make this determination, the Court must examine the Darringer 4,704,435 Patent
5 ("the '435 patent") and how closely it reads upon the present invention. The '435 patent specifically
6 defines a register-transfer level description and the subsequent translation or transformation steps
7 described in that patent do not alter this explicit definition.⁷ '435 patent, col. 5:27-38. The Court
8 finds no relevant distinction between the RTL described in the '435 patent and the RTL specifically
9 disclaimed by Ricoh in the April and November 1989 Amendments. Furthermore, an examination of
10 the '432 patent's public record fails to provide any support for Ricoh's distinction between
11 "structural" and "functional" RTL-type input systems. Given these findings, Ricoh's attempt to limit
12 the patentee's disclaimer to only "structural" level RTL-type input systems is unpersuasive. *See*
13 *Kumar v. Ovonic Battery Co., Inc.*, 351 F.3d 1364, 1368 (Fed. Cir. 2003) (adopting definition of
14 term in cited prior art which is intrinsic evidence). Accordingly, the prosecution history indicates
15 that the patentee expressly disclaimed all register-transfer level descriptions.

16 Given these considerations, the Court defines "architecture independent actions and
17 conditions" as *functional or behavioral aspects of a portion of a circuit (or circuit segment) that*
18 *does not imply a set architecture, structure, or implementing technology, but excludes the use of*
19 *register-transfer level descriptions as taught in Darringer.*

20 **C. *a set of definitions of architecture independent actions and conditions***

21 Ricoh contends that the term means "a library of definitions of the different architecture
22 independent actions and conditions that can be selected for use in the desired ASIC." In contrast,
23 Aeroflex proposes that the term means "a set of named descriptions defining the functionality and
24 arguments for the available logical steps and decisions that may be specified in the flowchart where

25
26 ⁷ "[T]he process of this invention begins at step 100 with a register-transfer level description e.g.
27 of the type shown in Fig. 4. The description consists of two parts: a specification of the inputs, outputs
28 and latches of the chip to be synthesized; and a flowchart-like specification of control, describing for a
single clock cycle of the machine how the chip outputs and latches are set according to the values of the
chip inputs and previous values of the latches. At step 102 in FIG 2., the register-transfer level
description undergoes a simple translation to an initial implementation of AND/OR logic. '435 patent,
col. 5:27-38.

1 register-transfer level (RTL, as defined in Darringer et al.) descriptions are excluded.”

2 It appears that the parties real dispute centers, once again, around the term “architecture
3 independent actions and conditions.” This phrase should be construed as explained *supra*. It does
4 not appear that the Court needs to construe “a set of definitions,” as this term should be given its
5 ordinary and customary meaning. To the extent that “a set of definitions” needs to be construed by
6 the Court, Aeroflex’s Responsive Brief is unhelpful because it never addresses Ricoh’s proposed
7 construction. It appears that Aeroflex’s use of the terms “named descriptions” and “arguments”
8 intends to encompass the “macros” shown in Table 1 of the ‘432 patent. *See* ‘432 patent, col. 7:29-
9 49. Given Aeroflex’s lack of analysis of this term, the Court cannot accept Aeroflex’s definition as it
10 has not presented a basis for narrowing the claim term. Ricoh’s use of the term “library” is
11 supported by the patent’s intrinsic evidence. *See* ‘432 patent, col. 2:20-22. Thus, the Court
12 construes “a set of definitions of architecture independent actions and conditions” as *a library of*
13 *definitions of the different architecture independent actions and conditions that can be selected for*
14 *use in the desired ASIC.*

15 **D. describing . . . a series of architecture independent actions and conditions**

16 Ricoh contends that the term means “a user describing an input specification containing the
17 desired functions to be performed by the desired ASIC.” Aeroflex states that the term means “the
18 designer represents a sequence of logical steps (rectangles) and decisions (diamonds), and the
19 transitions (lines with arrows) between them in a flowchart format that excludes any register-transfer
20 level (RTL, as defined in Darringer et al.) descriptions.

21 Once again, it appears that the parties real dispute centers around the term “architecture
22 independent actions and conditions.” This phrase should be construed as explained *supra* and is not
23 limited to the use of a “flowchart format.” To the extent that the terms “describing” and “series”
24 need to be defined, they should be given their ordinary and customary meaning. “Describe” is
25 defined as “to represent or give an account in words.” Merriam-Webster’s Ninth New Collegiate
26 Dictionary (1987). The parties have not provided the Court with the ordinary meaning of the term
27 “series.”

28 Aeroflex argues that Ricoh’s proposed construction is contrary to the claim language because

1 it merely requires an input specification “containing the desired functions,” and thus eliminates the
2 requirement that the designer must describe “a series.” Aeroflex contends that such a definition
3 contradicts the actual words in the claim (i.e., “describing . . . a series) and is also contrary to the
4 requirement in the patent’s specification that the designer must “describ[e] a sequence of logical
5 operations.” ‘432 patent, col. 2:24-25. Ricoh does not address this argument. Accordingly, the
6 Court defines “describing . . . a series of architecture independent actions and conditions” as
7 *describing an input specification containing a series of desired functions to be performed by the*
8 *desired ASIC.*

9 **E. expert system knowledge base**

10 Ricoh contends that the term means “a database used to store expert knowledge of highly
11 skilled VLSI designers.” Aeroflex defines “expert system” and “knowledge base” separately.
12 Aeroflex states that “expert system” should be defined as “software that solves problems through
13 selective application of the rules in the knowledge base by an inference engine, as distinguished from
14 conventional software, which uses a predefined step-by-step procedure (algorithm) to solve
15 problems.” Aeroflex asserts that a knowledge base is a “portion of the expert system software
16 having a set of rules, each rule having an antecedent portion (e.g. IF) and a consequent portion (e.g.,
17 THEN), and embodying the knowledge of expert designers for application specific integrated
18 circuits.”

19 Ricoh’s proposed construction relies heavily on the ‘432 patent’s specification. Specifically,
20 the specification states that “[t]he knowledge base 35 contains ASIC design expert knowledge
21 required for data path synthesis and cell selection.” ‘432 patent, col. 5:6-8. “Using a rule based
22 expert system with a knowledge base 35 extracted from expert ASIC designers, the KBSC system
23 selects from the cell library 34 the optimum cell for carrying out the desired function.” ‘432 patent,
24 col. 5:25-29. Based on these passages, Ricoh argues that an “expert system knowledge base” is a
25 collection of data that represents knowledge obtained from experts in ASIC design.

26 Aeroflex dismisses Ricoh’s proposed construction as overly simplistic. Aeroflex argues that
27 a person of ordinary skill in the art in 1988 would have known that two distinct approaches existed
28 for selecting hardware cells: 1) rule-based expert system software; and 2) conventional algorithmic

1 software. Aeroflex further contends that a person of ordinary skill in the art would have understood
2 that rule-based expert system software must contain an inference engine, a knowledge base, and a
3 working memory, which enable the inference engine to selectively apply the rules stored in the
4 knowledge base to what is stored in the working memory (as distinguished from conventional
5 algorithmic software, which uses a predefined step-by-step procedure). To support its argument,
6 Aeroflex cites to a technical dictionary entitled “Artificial Intelligence Terminology” that states: “An
7 expert system will generally consist of a rule base, an inference engine and a user interface (which
8 will generally provide an explanation facility).” Aeroflex also cites the Court to the Dunn Patent
9 4,656,603 (“the ‘603 patent”). The ‘603 patent speaks in general terms regarding the distinction
10 between the two types of software and states that since rule-based expert systems “often must make
11 conclusions based on incomplete or uncertain information, they differ substantially from
12 conventional computer programs which solve problems in accordance with pre-defined algorithms
13 and complete data sets.” ‘603 patent, col. 1:44-49.

14 Aeroflex also argues that the distinction between the rule-based expert system approach and
15 the conventional algorithmic approach is evident from the prior art that the patentee distinguished in
16 the patent’s file history. In the November 1989 Amendment, the patentee added the following
17 language to application claim 5 (patent claim 1): “said cell selection means comprising an expert
18 system including a knowledge base containing rules for selecting hardware cells from said cell
19 library and inference engine means for selecting appropriate hardware cells from said cell library in
20 accordance with the rules of said knowledge base.” November 1989 Amendment at 2. The patentee
21 stated that application claim 5 (patent claim 1) was amended to “clearly distinguish it over the cited
22 prior art by more clearly defining the expert system aspects of applicant’s invention including the
23 provision of a knowledge base containing rules for selecting hardware cells, inference engine means
24 for selecting appropriate hardware cells, and netlist generator means for generating a netlist defining
25 the hardware” November 1989 Amendment at 8. Although this amendment applied only to
26 application claim 5 (patent claim 1), the patentee also amended application claim 20 (patent claim
27 13) to include “applying . . . a set of cell selection rules stored in said expert system knowledge base .
28 . . .” The patentee explained that this language was added to “emphasize the expert system aspects

1 of applicants' method." November 1989 Amendment at 9. Thus, Aeroflex is essentially arguing that
2 the description of an expert system in patent claim 1 (including an inference engine) should also be
3 read to encompass the expert system described in patent claim 13.

4 Ricoh responds that the patentee's statement in the November 1989 Amendment only further
5 proves its point. Ricoh argues that this statement does not establish that an "expert system" had
6 become an element of claim 13, but merely confirmed the patentee intent to claim certain aspects
7 (i.e., the claimed "expert system knowledge base") of an expert system - not an expert system itself.⁸
8 Moreover, Ricoh argues that even if the Court finds that the patentee intended to encompass both an
9 "expert system" and a "knowledge base," there is nothing in the claim language, specification, or
10 prosecution history that requires that an expert system contain an inference engine and a working
11 memory.

12 Initially, the Court finds no support for Ricoh's argument that "expert system" is simply an
13 adjective modifying the noun "knowledge base." The patentee explicitly stated that claim 13 was
14 "amended to emphasize the expert system aspects of applicant's method." November 1989
15 Amendment at 9. Therefore, the Court finds that "expert system" was an element of claim 13.

16 Next, the Court finds that Aeroflex's assertion that a person of ordinary skill in the art would
17 have understood that rule-based expert system software must contain an inference engine, a
18 knowledge base, and a working memory is simply not supported by the intrinsic evidence. As noted
19 by Ricoh, claims one through nine of the '432 patent specifically claim an inference engine, while
20 claim 13 does not make such a claim. Aeroflex's attempt to have the Court read the description of
21 an expert system from patent claim 1 onto the expert system described in patent claim 13 is
22 unpersuasive. Additionally, the technical dictionary definition provided by Aeroflex states that an
23 inference engine is "generally" an element of an expert system. Given the qualified language of the
24 definition, in combination with the fact that claim 13 makes no mention of an "inference engine," the
25 Court finds the technical dictionary definition unhelpful in this context. Finally, Aeroflex's
26 reference to the '603 patent is ultimately unhelpful, as the '603 patent describes an intentional expert
27

28 ⁸In other words, Ricoh is arguing that the term "expert system" is grammatically read as an adjective or other modifier for the noun "knowledge base."

1 system, as opposed to a knowledge-based expert system, and makes no mention of an inference
2 engine. '603 patent, col. 5:53-56. Given these considerations, the Court defines "expert system" and
3 "knowledge base" separately. "Expert system" should be defined as *software that solves problems*
4 *through selective application of rules in the knowledge base*. "Knowledge base" should be defined
5 as a *portion of an expert system software having a set of rules and embodying expert knowledge of*
6 *highly skilled VLSI designers*.

7 **F. a set of cell selection rules**

8 Ricoh contends that the disputed term is defined as "a plurality of rules for selecting among
9 the hardware cells from the hardware cell library, wherein the rules comprise the expert knowledge
10 of highly skilled designers formulated as prescribed procedures." Aeroflex contends that the term is
11 properly defined as "a set of rules embodying the knowledge of expert designers for application
12 specific integrated circuits, each rule having an antecedent portion (e.g. IF) and a consequent portion
13 (e.g., THEN), which enables the expert system to map the specified stored definitions for each
14 logical step and decision represented in the flowchart to a corresponding stored hardware cell
15 description."

16 Aeroflex states that its proposed construction is consistent with contemporaneous technical
17 dictionaries, treatises, and the prior art. *See* Ex. 15 at 74-75, Ex. 17 at 10-11, Ex. 14 at 10, 53, Ex.
18 18 at 8, Ex. 20 at 14-15, Ex. 21 at 269. "The two parts of a rule are a premise and a conclusion, a
19 situation and an action, or an antecedent and a consequent. These statements are written in an IF-
20 THEN format." Ex. 15 at 74, Louis E. Frenzel Jr., *Understanding Expert Systems*. The technical
21 dictionary provided by Aeroflex defines "rule" as follows: "(If-Then Rule). A conditional statement
22 of two parts." Ex. 21, Paul Harmon, *Expert Systems: Tools & Applications*. Aeroflex also argues
23 that the patent's specification requires that the "rules" not only embody expert knowledge, but that
24 the expert knowledge also be used for mapping the specified definitions in the flowchart to the
25 hardware cell descriptions. Aeroflex Responsive Brief at 48; *see* '432 patent, col. 8:21-23; 8:34-37.

26 Ricoh contends that the general usage dictionary definition of "rule" should apply. Also,
27 while Ricoh admits that the preferred embodiment of the '432 patent disclosed that "rules" could be
28 in the format of "an antecedent portion (IF) and a consequent portion (THEN)," it also asserts that

nothing in the public record justifies restriction of the claimed “rules” to the exemplary format disclosed as the preferred embodiment. Ricoh additionally contends that the ‘432 patent states specific rules in the specification that are not stated in the if/then format. *See* ‘432 patent, col. 12:31-35. Moreover, Ricoh also disagrees with Aeroflex’s inclusion of the following requirement: “embodying the knowledge of expert designers for application specific circuits.” Ricoh argues that to the extent Aeroflex is attempting to create a distinction between the knowledge of designers for ASICs and the knowledge of designers skilled in VLSI design, the claim should be construed broadly to include either skill. *See, e.g.*, ‘432 patent, col. 2:58-61 (“The KBSC utilizes a knowledge based expert system, with a knowledge base extracted from expert ASIC designers with a high level of expertise in VLSI design . . .”); col. 4:8-11 (“In the KBSC system of the present invention, however, integrated circuits can be designed at a functional level because the expertise in VLSI design is provided and applied by the invention.”)

Based on Aeroflex’s citation to the technical dictionary, it appears that “rule” as used in the ‘432 patent would have had a particular meaning to one of ordinary skill in the art. Therefore, to the extent Ricoh’s definition relies on a general dictionary definition, it must be rejected. *See Vanderlande Industries Nederland BV v. I.T.C.*, 366 F.3d 1311, 1321 (Fed. Cir. 2004). The technical dictionary definition offered by Aeroflex demonstrates that the ordinary meaning of “rules” when used to refer to rules that are contained in the knowledge base of a rule-based expert system must include an “IF-THEN” component. The Court is not persuaded that column 12, lines 31 to 35 of the ‘432 patent state “rules” as that term is understood in the patent. Rather, lines 31 to 35 appear to be discussing other actions that a user could take if additional rules were present.

However, the Court finds little support for Aeroflex’s argument that claim 13 requires that the rules stored in the knowledge base of the rule-based expert system embody the expert knowledge for mapping the specified definitions in the flowchart to the hardware cell descriptions. Certainly, the plain language of claim 13 does not dictate that the “rules” encompass the “mapping” function. Moreover, while the patent’s specification does suggest that the rules might play such a role in the preferred embodiment, *see* ‘432 patent, col. 8:34-37, such a conclusion is not compelled from the specification language. In any event, the Court should not “limit[] the claimed invention to preferred

embodiments or specific examples in the specification.” *Ekchian v. Home Depot, Inc.*, 104 F.3d 1299, 1303 (Fed. Cir. 1997).

Furthermore, Ricoh correctly states that the definition should not make a distinction between the knowledge of designers for ASICs and the knowledge of designers skilled in VLSI design. The specification clearly contemplated that both sets of knowledge would be included in the knowledge base. See ‘432 patent, col. 2:58-61; col. 4:8-11. Furthermore, Aeroflex’s attempt to include the following language in the definition - “for each logical step and decision represented in the flowchart” - should be rejected for the reasons discussed *supra*. Accordingly, the Court construes “a set of cell selection rules” as *a set of rules embodying the expert knowledge of highly skilled VLSI designers, each rule having an antecedent portion (e.g., IF) and a consequent portion (e.g. THEN).*

G. *selecting from said stored data for each of the specified definitions a corresponding integrated circuit hardware cell*

Ricoh contends that the term means “selecting from the plurality of hardware cells in the hardware cell library a hardware cell for performing the desired function of the desired ASIC.” Aeroflex contends that the term means “mapping the specified stored definitions for each logical step and decision represented in the flowchart to a corresponding stored hardware cell description.”

Ricoh’s argues that this term simply refers to the process of selecting hardware cells from those stored in the hardware cell library that can be used to implement the desired functions of the ASIC to be produced. In support of its argument, Ricoh cites the specification language stating that “[t]he Cell Selector 32 is a knowledge based system for selecting a set of optimum cells from the cell library to implement a VLSI system.” ‘432 patent, col. 8:21-23.

Aeroflex argues that its proposed construction is supported by the language in claim 13, which according to Aeroflex, “dictates that mapping the specified definitions to the stored hardware cell descriptions must be performed by a rule-based expert system and not conventional software.” Aeroflex Responsive Brief at 41:3-6. Aeroflex relies upon the following specification language to support its argument: “To design a VLSI system from a flowchart description of a user application, it is necessary to match the functions in a flowchart with cells from a cell library. This mapping needs the use of artificial techniques because the cell selection process is complicated and is done on the

1 basis of a number of design parameters and constraints.” ‘432 patent, col. 8:31-31-37.

2 Although it is a close question, Aeroflex’s argument is ultimately more compelling. As
3 discussed above, the patent file history demonstrates that the patentee distinguished the present
4 invention based on the rule-based expert system’s ability “to accomplish a task of selection of cells
5 from the cell library.” April 1989 Amendment at 10. This amendment strongly suggests that the
6 mapping of the specified definitions to the stored hardware cells must be performed by a rule-based
7 system. *See* Aeroflex Responsive Brief at 42. Ricoh’s proposed language does not include a
8 reference to a “rule-based system.” Aeroflex’s use of the word “mapping” is supported by the
9 specification language ‘432 patent, col. 8:34; col. 9:53. Furthermore, at the claims construction
10 hearing, Ricoh’s counsel stated that he had no objection to the use of the term “mapping” in this
11 context. However, Aeroflex’s inclusion of the phrase “for each logical step and decision represented
12 in the flowchart” is improper because it attempts to limit the claim to the preferred embodiment of
13 the flowchart input specification, as discussed *supra*. Therefore, the Court construes “selecting from
14 said stored data for each of the specified definitions a corresponding integrated circuit hardware cell”
15 as *mapping the specified stored function to a corresponding stored hardware cell*.

16 **H. said step of selecting a hardware cell comprising applying to the specified**
17 **definition of the action or condition to be performed**

18 Ricoh argues that the term is defined as “selecting from the plurality of hardware cells in the
19 hardware cell library a hardware cell . . . through application of the rules; and generating a netlist that
20 identifies the hardware cells needed to perform the function of the desired ASIC.” Aeroflex
21 contends that the term should be defined as “the mapping of the specified definitions to the stored
22 hardware cell descriptions must be performed by applying to the specified definitions in the
23 flowchart a set of cell selection rules stored in an expert system knowledge base.”

24 The parties proposed constructions are not substantially different. As discussed above,
25 Aeroflex’s attempt to restrict the term to “definitions in the flowchart” is incorrect. However,
26 Aeroflex’s proposed use of the term “expert system knowledge base” also seems incorrect because it
27 is unnecessary here; the term does not require a definition that specifies the location where the cell
28 selection rules are found. Similarly, Ricoh’s inclusion of “generating a netlist that identifies the

1 hardware cells needed to perform the function of the desired ASIC” seems unnecessary here; such a
 2 definition would function to incorporate a separate step of the claim not covered by the current term.
 3 Accordingly, the Court defines the term as *the mapping of the specified definitions to the stored*
 4 *hardware cell descriptions by applying to the specified definitions a set of cell selection rules.*

5 **I. *specifying for each described action and condition of the series one of said stored***
 6 ***definitions***

7 Ricoh proposes that this term be construed as “specifying for each desired function to be
 8 performed by the desired ASIC one of the definitions of the architecture independent actions and
 9 conditions stored in the library of definitions that is associated with the desired function.” Aeroflex
 10 contends that the proper construction of the term is “the designer assigns one definition from a set of
 11 stored definitions to each of the logical steps and decisions represented in the flowchart.” The
 12 parties dispute centers around whether the “specifying” step must be performed manually by a user,
 13 or whether the assignment of macros can be done automatically.

14 Ricoh admits that the patent discloses a “manual mapping” embodiment. ‘432 patent, col.
 15 7:24-25 (“Edit actions allows the designer to assign actions to each box.”). However, Ricoh argues
 16 that the construction of the claim should not be limited merely because it is the only embodiment
 17 disclosed. *See Liebel-Flarshiem Co.*, 358 F.3d at 913. Furthermore, Ricoh contends that the patent
 18 describes macros being “mapped” automatically through the application of rules. *See* ‘432 patent,
 19 col. 9:14-18. Ricoh argues that if col. 9:14-18 is read in context, the passage shows that the quoted
 20 rules are to be applied “during this stage,” which refers to the “first step of cell list generation.”
 21 Accordingly, Ricoh contends that this passage does not apply to a statelist in which the “macros”
 22 have already been assigned to the desired actions.

23 Aeroflex disagrees with Ricoh’s proposed construction. First, Aeroflex argues that the
 24 prepositional phrase “for each described action and condition of the series” refers only to the fact that
 25 the “specifying” step is performed for each action and condition in the described series resulting
 26 from the previous “describing” step. Thus, Aeroflex concludes that the claim language for this
 27 “specifying” step requires that “the designer assigns one stored definition for each logical step and
 28 decision described in the flowchart.” Second, Aeroflex argues that other claims demonstrate that for

each action and condition described, this step requires the designer to specify one stored definition (from a macro library) and that this “specifying” step and the previous “describing” step together are the steps that define the input specification for the claimed invention’s method. Third, Aeroflex argues that Ricoh’s proposed construction impermissibly attempts to replace the phrase “for each described action and condition” with the phrase “for each desired function to be performed by the desired ASIC.” Finally, Aeroflex argues that the ‘432 patent does not contain an automated “mapping” embodiment.

The Court finds that Aeroflex’s attempt to limit the “specifying” step to encompass only a user manually assigning a single definition to each action and condition is too narrow of a construction. The plain language of the claim simply does not support this construction, and the Court should not “limit[] the claimed invention to preferred embodiments or specific examples in the specification.” *Ekchian*, 104 F.3d at 1303. Moreover, while Aeroflex is correct that claim 1 and claim 9 require the designer to “specify” one stored definition for each action and condition described, this contention alone does not suggest that the Court should juxtapose these claims onto claim 13. Claim 13 simply does not contain similar language.⁹

Additionally Ricoh’s attempt to replace the phrase “for each described action and condition” with the phrase “for each desired function to be performed by the desired ASIC” is permissible. Throughout the specification, each “action and condition” is referenced as a “function.” *See* ‘432 patent, col. 2:21-30. Therefore, the Court construes “specifying for each described action and condition of the series one of said stored definitions” as *specifying for each desired functional specification to be performed by the desired ASIC one of the definitions from the set of stored definitions*.

J. a netlist defining the hardware cells which are needed to perform the desired function of the integrated circuit

Ricoh contends that the term means “a description of the hardware components (and their interconnections) needed to manufacture the ASIC as used by subsequent processes, e.g., mask

⁹Aeroflex’s proposed construction is also flawed because of its inclusion of the phrase “logical steps and decisions represented in the flowchart.” *See* discussion *supra*.

1 development, foundry, etc.” Aeroflex states that the term means “producing a list of the needed
2 hardware cells by eliminating any mapped hardware cells that are redundant or otherwise
3 unnecessary, producing a custom controller type hardware cell for providing the needed control for
4 those other hardware cells, and producing the necessary structural control paths and data paths for
5 the needed hardware cells and the custom controller.” ‘432 patent, col. 5:38-46.

6 Ricoh’s proposed construction also relies heavily upon language in the specification.
7 Specifically, Ricoh notes that the specification states that “[t]he list of hardware cells and their
8 interconnection requirements may be represented in the form of a netlist. From the netlist it is
9 possible using either known manual techniques or existing VLSI CAD layout systems to generate the
10 detailed chip level geometrical information (e.g. mask data) required to produce the particular
11 application specific integrated circuit in chip form.” ‘432 patent, col. 2:42-49. The specification
12 also states that “[t]he netlist provides all the necessary information required to produce the integrated
13 circuit. Computer-aided design systems for cell placement and routing are commercially available
14 which will receive netlist data as input and will lay out the respective cells in the chip, generate the
15 necessary routing, and produce mask data which can be directly used by the chip foundry in the
16 fabrication of integrated circuits.”

17 Aeroflex also relies heavily upon the patent’s specification to support its proposed
18 construction. Aeroflex initially argues that the claim language “generating for the selected . . .
19 hardware cells, a netlist defining the hardware cells which are needed to perform the desired function
20 of the integrated circuit” requires that this step eliminate any selected hardware cells that are not
21 needed. *See* ‘432 patent, col. 13:59-66. Aeroflex also contends that the patent’s specification
22 defines the “interconnection requirements” for the necessary hardware cells defined in the netlist as
23 “data and control paths.” *See* ‘432 patent, col. 5:30-35. Finally, Aeroflex contends that a system
24 controller must be generated for the netlist. In support of its argument, Aeroflex cites language from
25 the preferred embodiment that states “[t]he netlist includes a custom generated system controller, all
26 other hardware cells required to implement the necessary operations, and interconnection
27 information for connecting the hardware cells and the system controller.” ‘432 patent, col. 4:39-43.
28 Additionally, Aeroflex asserts that the requirement that a controller be generated is also supported by

1 the patent's file history. Specifically, Aeroflex argues that the file history limits the input
2 specification to exclude register-transfer level descriptions that would define the control for the
3 hardware cells of the ASIC, and thus a controller must be generated to provide necessary control for
4 the ASIC.

5 The Court agrees with Ricoh that Aeroflex's arguments regarding "eliminating any mapped
6 hardware cells that are redundant or otherwise unnecessary" and "producing a custom controller type
7 hardware cell for providing the needed control for those other hardware cells" bear no relationship to
8 a plain reading of claim 13. Additionally, contrary to Aeroflex's assertion, a review of the patent file
9 history does not reveal that a controller must be generated in claim 13. Furthermore, while claim 10
10 expressly includes the generation of a controller, claim 13 includes no such language. *See* '432
11 patent, col. 16:1-4 ("The system as defined in claim 9 additionally including control generator means
12 for generating a controller and control paths for the hardware cells selected by said cell section
13 means.").

14 The Court also finds that claim 13 does not restrict the interconnection requirements of the
15 hardware cells to "data and control paths." To be certain, "data and control paths" are the types of
16 interconnections disclosed in the patent's preferred embodiment. But, the Court should not "limit[]
17 the claimed invention to preferred embodiments or specific examples in the specification." *Ekchian*,
18 104 F.3d at 1303. Moreover, while claim 15 expressly includes the generation of control paths,
19 claim 13 includes no such language. *See* '432 patent, col. 17:1-3 ("A process as defined in claim 13
20 including the further step of generating data paths for the selected integrated circuit hardware
21 cells."). For these reasons, the Court agrees with Ricoh's proposed construction of the term. The
22 Court defines "a netlist defining the hardware cells which are needed to perform the desired function
23 of the integrated circuit" *as a description of the hardware components (and their interconnections)*
24 *needed to manufacture the ASIC as used by subsequent processes, e.g., mask development, foundry,*
25 *etc.*

26 ///

27 ///

28 ///

CONCLUSION

Based on the analysis above, the Court adopts the foregoing constructions of the disputed claim terms.

IT IS SO ORDERED.

Dated: April 7, 2005


MARTIN J. JENKINS
UNITED STATES DISTRICT JUDGE